

**RUPERTO SORIANO, ET AL., PLAINTIFFS AND APPELLEES, VS.
BASILIO BAUTISTA, ET AL., DEFENDANTS. BASILIO BAUTISTA AND
SOFIA DE ROSAS, DEFENDANTS AND APPELLANTS.**

G.R. No. L-15752. December 29, 1962

Ponente: MAKALINTAL, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/8eab57643019/>

MAKALINTAL, J.:

The judgment appealed from, rendered on March 10, 1959 by the Court of First Instance of Rizal after a joint trial of both cases mentioned in the caption, orders "the spouses Basilio Bautista and Sofia de Rosas to execute a deed of sale covering the property in question in favor of Ruperto Soriano and Olimpia de Jesus upon payment by the latter of P1,650.00 which is the balance of the price agreed upon, that is P3,900.00, and the amount previously received by way of loan by the said spouses from the said Ruperto Soriano and Olimpia de Jesus, to pay the sum of P500.00 by way of attorney's fees, and to pay the costs."

Appellants Basilio Bautista and Sofia de Rosas have adopted in their appeal brief the following factual findings of the trial court:

"Spouses Basilio Bautista and Sofia de Rosas are the absolute and registered owners of a parcel of land, situated in the municipality of Teresa, province of Rizal, covered by Original Certificate of Title No. 3905, of the Register of Deeds of Rizal and particularly described as follows:

"A parcel of land (Lot No. 4980 of the Cadastral Survey of Teresa; situated in the municipality of Teresa; bounded on the NE. by Lot No. 5004; on the SE. by Lots Nos. 5003 and 4958; on the SW. by Lot 4949; and on the W. and NW. by a creek . . . Containing the area of Thirty Thousand Two Hundred Twenty-Two (30,222) square meters, more or less. Date of Survey, December 1913-June, 1914. (Full technical description appears on Original Certificate of Title No. 3905).

"That, on May 30, 1956, the said spouses for and in consideration on the sum of P1,800, signed a document entitled "Kasulatan Ng Sanglaan" in favor of Ruperto Soriano and Olimpia de Jesus, under the following terms and conditions:

"1. Na ang Sanglaang ito ay magpapatuloy lamang hanggang dalawang (2) taon pasimula sa araw na lagdaan ang kasunduang ito, at magpapalampas ng dalawang panahon ani o ani agricola.

"2. Na, ang aanihin ng bukid na isinangla ay mapupunta sa pinagsanglaan bilang pakinabang ng nabanggit na halagang inutang.

"3. Na, ang buwis sa pamahalaan ng lupang ito ay ang magbabayad ay ang nagsangla o mayari.

"4. Na, ang lupang nasanglang ito ay hindi na maaaring isangla pang muli sa ibang tao ng walang pahintulot ang Unang Pinagsanglaan.

"5. Na, pinagkasunduan din naman na sakaling magkaroon ng kakayahan ang Pinagsanglaan ay maaaring bilhin ng patuluyan ang lupang nasanglang ito kahit anong araw sa loob ng taning na dalawang taon ng

sanglaan sa halagang Tatlong Libo at Siyam na Raan Piso (P3,900.00), salaping Pilipino na pinagkaisahan.

"6. Na, sakaling ang pagkakataon na ipinagkaloob ng Nagsangla sa sinundang talata ay hindi maisagawa ng Pinagsanglaan sa Kawalan ng maibayad at gayon din naman ang Nagsangla na hindi maibalik ang halagang inutang sa taning na panahon, ang sanglaan ito ay lulutasin alinsunod sa itinatagubilin ng batas sabagay-bagay ng sanglaan, na ito ay ang tinatawag na (FORECLOSURE OF MORTGAGES, JUDICIAL OR EXTRA JUDICIAL). Maaring makapili ng hakbang ang Pinagsanglaan, alinsunod sa batas o kaya naman ay pagusapan ng dalawang parte ang mabuting paraan ng paglutas ng bagay na ito."

"That simultaneously with the signing of the aforementioned deed, the spouses Basilio Bautista and Sofia de Rosas transferred the possession of the said land to Ruperto Soriano and Olimpia de Jesus who have been and are still in possession of the said property and have since that date been and are cultivating the said land and have enjoyed and are still enjoying the produce thereof to the exclusion of all other persons. Sometimes after May 30, 1956, the spouses Basilio Bautista and Sofia de Rosas received from Ruperto Soriano and Olimpia de Jesus, the sum of P450.00 pursuant to the conditions agreed upon in the aforementioned document for which no receipt was issued and which was returned by the spouses sometime on May 31, 1958. On May 13, 1958, a certain Atty. Angel O. Ver wrote a letter to the spouses Bautista whose letter has been marked Annex "B" of the stipulation of facts informing the said spouses that his clients Ruperto Soriano and Olimpia de Jesus have decided to buy the parcel of land in question pursuant to paragraph 5 of the document in question, Annex "A".

"The spouses inspite of the receipt of the letter refused to comply with the demand contained therein. On May 31, 1958, Ruperto Soriano and Olimpia de Jesus filed before this Court Civil Case No. 5023, praying that plaintiffs be allowed to consign or deposit with the Clerk of Court the sum of P1,650.00 as the balance of the purchase price of the parcel of land in question and that after due hearing, judgment be rendered ordering the defendants to execute an absolute deed of sale of the said property in their favor, plus damages.

"On June 9, 1958, spouses Basilio Bautista and Sofia de Rosas filed a complaint against Ruperto Soriano and Olimpia de Jesus marked as Annex "B" of the Stipulation of Facts, which case after hearing was dismissed for lack of jurisdiction. On August 5, 1959, the spouses Bautista and de Rosas again filed a case in the Court of First Instance against Soriano and de Jesus asking this Court to order the defendants to accept the payment of the principal obligation and release the mortgage and to make an accounting of the harvest for the two harvest seasons (1956-1957). The two cases, were by agreement of the parties assigned to one branch so that they can be tried jointly."

The principal issue in this case is whether, having seasonably advised appellants that they had decided to buy the land in question pursuant to paragraph 5 of the instrument of mortgage, appellees are entitled to specific performance consisting of the execution by appellants of the corresponding deed of sale. As translated, paragraph 5 states: "That it has likewise been agreed that if the financial condition of the mortgagees will permit, they may purchase said land absolutely on any date within the two-year term of this mortgage at the agreed price of P3,900.00."

Appellants contend that, being mortgagors, they cannot be deprived of the right to redeem the mortgaged property, because such right is inherent in and inseparable from this kind of contract. The premise of the contention is not entirely accurate. While the transaction is undoubtedly a mortgage and contains the customary stipulation concerning redemption, it carries the added special provision aforequoted, which renders the mortgagors' right to redeem defeasible at the election of the mortgagees. There is nothing illegal or immoral in this. It is simply an option to buy, sanctioned by Article 1479 of the Civil Code, which states: "A promise to buy and sell a determinate thing for a price certain is reciprocally demandable. An accepted unilateral promise to buy or to sell a determinate thing for a price certain is bindings upon the promisor if the promise is supported by a

consideration distinct from the price."

In this case the mortgagors' promise to sell is supported by the same consideration as that of the mortgage itself, which is distinct from that which would support the sale, an additional amount having been agreed upon, to make up the entire price of P3,900.00, should the option be exercised. The mortgagors' promise was in the nature of a continuing offer, non-withdrawable during a period of two years, which upon acceptance by the mortgagees gave rise to a perfected contract of purchase and sale. Appellants cite the case of *Iñigo vs. Court of Appeals*, 96 Phil., 37; 50 Off. Gaz. [11] 5281, where we held that a stipulation in a contract of mortgage to sell the property to the mortgagee does not bind the same but creates only a personal obligation on the part of the mortgagor. The citation, instead of sustaining appellants' position, confirms that of appellees, who are not here enforcing any real right to the disputed land but are rather seeking to obtain specific performance of a personal obligation, namely, the execution of a deed of sale for the price agreed upon, the corresponding amount to cover which was duly deposited in court upon the filing of the complaint.

Reference is made in appellants' brief to the fact that they tendered the sum of P1,800.00 to redeem the mortgage before they filed their complaint in civil case No. 99 in the Justice of the Peace court of Morong, Rizal. That tender was ineffective for other purpose intended. In the first place it must have been made after the option to purchase had been exercised by appellees (Civil Case No. 99 was filed on June 9, 1958, only to be dismissed for lack of jurisdiction); and secondly, appellants' offer to redeem could be defeated by appellees' preemptive right to purchase within the period of two years from May 30, 1956. As already noted, such right was availed of and appellants were accordingly notified by letter dated May 13, 1958, which was received by them on the following May 22. Offer and acceptance converged and gave rise to a perfected and binding contract of purchase and sale.

The judgment appealed from is affirmed, with costs.

Bengzon, C. J., Padilla, Bautista Angelo, Concepcion, Reyes, J. B. L., Barrera, Paredes, Dizon, and Regala, JJ., concur.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.